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COLUMBIA, SOUTH CAROLINA

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March 24, 2009

VIA ELECTRONIC FILING
AND HAND DELIVERY

Mr. Charles Terreni, Chief Clerk of the Commission
Public Service Commission of South Carolina
Synergy Business Park, Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Application of EnTelegent Solutions, Inc.

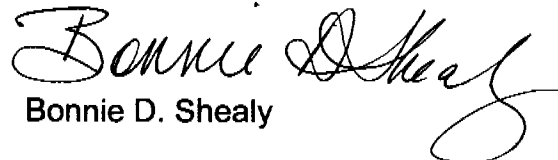
Dear Mr. Terreni:

Enclosed for filing please find the Application of EnTelegent Solutions, Inc. for a Certificate of Public Convenience and Necessity to provide facilities based local exchange and resold long distance telecommunications services and for flexible regulation of its local exchange services and alternative regulation. We are also filing a Motion for Protective Treatment to file the confidential financial statements, Exhibit C, under seal as a Trade Secret. Copies of the Application and Motion hand delivered to the Commission and the Office of Regulatory Staff contain Exhibit C filed under seal. Please stamp the extra copies of the application and motion provided as proof of filing and return them with our courier.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.


Bonnie D. Shealy

BDS/tch
Enclosures

cc/enc: Dan F. Arnett, Chief of Staff of ORS (via email & hand delivered)
Carey Roesel (via email)
Sharon Thomas (via email)
David Gibson (via email & U.S. Mail)

**BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

APPLICATION OF ENTELEAGENT SOLUTIONS, INC.)	
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND)	
NECESSITY TO PROVIDE FACILITIES BASED)	
LOCAL EXCHANGE AND RESOLD LONG)	DOCKET NO. _____
DISTANCE TELECOMMUNICATIONS SERVICES)	
AND FOR FLEXIBLE REGULATION OF ITS LOCAL)	
EXCHANGE SERVICES AND ALTERNATIVE)	
REGULATION OF ITS LONG DISTANCE)	
SERVICE OFFERINGS)	

EnTelegent Solutions, Inc. ("EnTelegent" or "Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Facilities Based Local Exchange Service and Resold Long Distance Service within the State of South Carolina. In addition, EnTelegent requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its long distance business service, consumer card, and operator service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

EnTelegent initially proposes to provide local service using unbundled network combinations available from BellSouth Telecommunications, Inc. and via resold services. EnTelegent may eventually provide local services via its own switching facilities. Applicant may also acquire services and facilities from other carriers operating in the State. EnTelgent also proposes to offer resold inbound and outbound interexchange telecommunications services and operator-assisted services to its presubscribed Customers.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, EnTelegent respectfully states as follows:

1. The name and address of the Applicant are:

EnTelegent Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
Telephone: (704) 936-2365
Facsimile: (866) 295-0471
Toll Free: (800) 975-7192
Website: www.entelegent.com

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Ms. Bonnie D. Shealy, Esquire
Robinson, McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Phone: 803-779-8900
Fax: 803-252-0724
Email: bshealy@robinsonlaw.com

with a copy to:

Carey Roesel
Consultant
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
Telephone: 407-740-3006
Facsimile: 407-740-0613

3. Contact person regarding ongoing operations of the Company is:

David Gibson
Vice President of Operations
EnTelegent Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
Telephone: (704) 936-2365
Facsimile: (866) 295-0471
E-mail: dave.gibson@entelegent.com

4. Description of Applicant

EnTelegent Solutions, Inc. is a North Carolina corporation incorporated on November 6, 2008. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as Exhibit A.

5. Officers and Directors and Legal Counsel

See Exhibit B

6. Customer Service

EnTelegent Solutions, Inc. understands the importance of effective customer service for local service consumers. Once it initiates operations, EnTelegent's toll free customer service telephone number will be available with live operator response during the hours of 7AM EST to 7PM EST. All afterhours and overflow will be handled by third-party providers of similar service to other carriers. The Company's toll free telephone number for customer inquiries, complaints and repair is (800) 975-7192. Customers may contact the company in writing at the headquarters address indicated below. The contact for resolution of customer complaints with the Commission is:

David Gibson
Vice President of Operations
EnTelegent Solutions, Inc.
3800 Arco Corporate Drive, Suite 310
Charlotte, North Carolina 28273
Telephone: (704) 936-2365
Facsimile: (866) 295-0471
E-mail: dave.gibson@entelegent.com

7. Financial Ability

EnTelegent Solutions, Inc. has sufficient financial resources to operate in South Carolina. EnTelegent attaches its most recent balance sheet and profit and loss statement, filed under seal, as Exhibit C. EnTelegent is a privately held company. Accordingly, its financial statements are not public information. As a privately-held company, it does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. The Applicant respectfully requests that these financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and the Office of Regulatory Staff's review. Applicant's South Carolina intrastate operating expenses will be incremental in nature. Applicant does not plan to construct facilities nor will it incur additional debt to operate in South Carolina.

8. Managerial and Technical Ability

EnTelegent will initially utilize resold services and combinations of network elements provided by the underlying carrier(s). Underlying carriers will perform all local switching, routing and call completion functions. Applicant's technical and managerial personnel are well qualified to direct the delivery and billing of the proposed services, as demonstrated by the resumes provided in Exhibit D.

9. Proposed Service Territory

EnTelegent proposes to offer facilities-based local exchange service and resold long distance service. We are requesting state-wide authority to provide both local exchange and interexchange services within South Carolina. We plan to initially provide local service within the present operating areas of BellSouth. Long distance service will be offered throughout the State of South Carolina. Exhibit E contains the proposed local and interexchange tariff of EnTelegent Solutions, Inc. and Exhibit F contains the Company's the proposed access services tariff.

10. Public Interest and Need

Approval of this application and EnTelegent's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, EnTelegent will offer its Customers the ability to have seamless service for local services as well as intrastate, interstate and international toll services.

The granting of EnTelegent's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding EnTelegent makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

EnTelegent's entry into the local market will not disadvantage any telephone service providers. Incumbent LEC's are presently serving most local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. EnTelegent expects this same phenomena to affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of EnTelegent's application is clearly in the public interest.

11. Waivers and Regulatory Compliance

EnTelegent Solutions, Inc. requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for

competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. EnTelegent requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, EnTelegent currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since EnTelegent utilizes GAAP, the Commission will have a reliable method by which to evaluate EnTelegent's operations. Therefore, EnTelegent requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, EnTelegent requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Charlotte, North Carolina. In the event that the Commission finds it necessary to review EnTelegent's books, this information will be provided upon request to the Commission or EnTelegent will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. EnTelegent also requests a waiver of S.C. Reg. 103-631 so that it will not be required to publish local exchange directories. EnTelegent will make arrangements with the incumbent LECs whereby the names of EnTelegent's customers will be included in the directories published by the incumbent LECs. These directories will be distributed to EnTelegent's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both EnTelegent and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for EnTelegent to simply include its customer list in the existing directories of the incumbent LECs.
- D. EnTelegent finally requests waivers of any reporting requirements which are not applicable to competitive providers such as EnTelegent because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

EnTelegent reserves the right to seek any regulatory waivers which may be required for EnTelegent to compete effectively within the states' local exchange and resale market.

12. Flexible Regulation of Local Exchange Services

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings

would be subject to the same monitoring process as similarly situated competitive local exchange carriers. EnTelegent submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

13. Alternative Regulation of Business Service Offerings

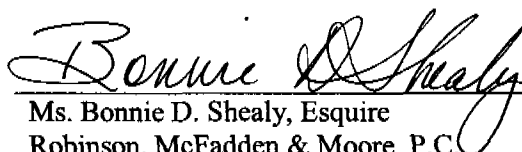
In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. EnTelegent submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. EnTelegent requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that EnTelegent has the technical, financial and managerial resources to provide facilities-based and resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of EnTelegent Solutions, Inc. will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this

Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, EnTelegent Solutions, Inc. respectfully petitions this Commission for authority to operate as a facilities-based provider of local exchange service and a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.



Ms. Bonnie D. Shealy, Esquire

Robinson, McFadden & Moore, P.C.

1901 Main Street, Suite 1200

Post Office Box 944

Columbia, SC 29202

Telephone: (803) 779-8900

Facsimile: (803) 252-0724

BShealy@Robinsonlaw.com

Attorneys for EnTelegent Solutions, Inc.

Columbia, South Carolina

March 24, 2009

EnTelegent Solutions, Inc.

SCHEDULE OF EXHIBITS

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumes of Key Employees
Exhibit E	Proposed Local Tariff
Exhibit F	Proposed Interexchange Tariff
Exhibit G	Proposed Access Services Tariff

EnTelegent Solutions, Inc.

EXHIBIT A

South Carolina Certificate of Authority

Articles of Incorporation



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

ENTELEGENT SOLUTIONS, INC.

the original of which was filed in this office on the 6th day of November, 2008.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 6th day of November, 2008.

Elaine F. Marshall

Secretary of State

SOSID: 1670812

Date Filed: 11/6/2008 12:28:00 PM

Elaine F. Marshall

North Carolina Secretary of State

C200831000313

**ARTICLES OF INCORPORATION
OF
ENTELEGENT SOLUTIONS, INC.**

The undersigned hereby submits these Articles of Incorporation for the purpose of forming a business corporation under the laws of the State of North Carolina.

1. The name of the corporation is Entelegent Solutions, Inc.
2. The number of shares the corporation is authorized to issue is 1,000,000 all of one class, designated as common stock.
3. The street address and county of the initial registered office of the corporation is 2520 Whitehall Park Dr. Suite 100, Charlotte, NC, Mecklenburg County, and the name of the initial registered agent is Tom Turpin.

4. The name and address of the incorporator is as follows:

Tom Turpin
2520 Whitehall Park Dr. Suite 100
Charlotte, NC 28273

5. The name and address of the individuals, who are to serve as the initial director(s) on the initial Board of Directors of the corporation who shall serve as director(s) until the first meeting of shareholders, or until their successors are elected and qualified, is as follows:

Tom Turpin
2520 Whitehall Park Dr. Suite 100
Charlotte, NC 28273

6. To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director of the corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for breach of duty as a director. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal or adoption.

7. These Articles of Incorporation will be effective upon filing.

This the 5th day of November, 2008.


Tom Turpin, Incorporator

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ENTELEGENT SOLUTIONS, INC.,
a corporation duly organized under the laws of the state of **NORTH CAROLINA** and issued a certificate of authority to transact business in South Carolina on **January 20th, 2009**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
22nd day of January, 2009.


Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

JAN 20 2009

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) ENTELEGENT SOLUTIONS, INC.
2. It is incorporated as (check applicable item) [☒] a general business corporation, [☐] a professional corporation, under the laws of the state of _____
3. The date of its incorporation is 11-6-2008 and the period of its duration is PERPETUAL
4. The address of the principal office of the corporation is 3800 Arco Corporate Drive, Suite 310 in the
Street Address
city of Charlotte and the state of NC, 28273
Zip Code
5. The address of the proposed registered office the state of South Carolina is
1703 Laurel Street in the city of Columbia in
Street Address
South Carolina 29201
Zip Code
6. The name of the proposed registered agent in this state at such address is
Corporation Service Company
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Corporation Service Company

By: _____
Signature of the Registered Agent

090121-0410

ENTELEGENT SOLUTIONS, INC.

FILED: 01/20/2009

Filing Fee: \$135.00 ORIG

Mark Hammond

South Carolina Secretary of State

ENTELEGENT SOLUTIONS, INC.

Name of Corporation

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors	Business Address
Tom Turpin	3800 Arco Corporate Dr, Ste 310, Charlotte, NC 282

b) Name and Office of Principal Officers	Business Address
William Bradford Wheeler Jr. - President	3800 Arco Corporate Dr, Ste 310, Charlotte, NC 282
David Leslie Gibson - VP and Secretary	3800 Arco Corporate Dr, Ste 310, Charlotte, NC 282

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, If any)	Authorized Number of Each Class (and Series)
A	1,000,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230):

Date 1/16/09

ENTELEGENT SOLUTIONS, INC.

Name of Corporation

Signature

David L Gibson Secretary
Type or Print Name and Office

EnTelegent Solutions, Inc.

EXHIBIT B

Officers, Directors and Legal Counsel

EnTelegent Solutions, Inc.

Officers and Directors

The offices and directors of EnTelegent Solutions, Inc. may be contacted at the Company's headquarters located 3800 Arco Corporate Drive, Suite 310, Charlotte, NC 28273.

Officers:

W.B. Wheeler, Jr. ("Bo")

President

David L. Gibson

Vice President of Operations

Directors:

Tom Turpin

Chairman of the Board

Legal Counsel:

Bonnie D. Shealy, Esquire
Robinson, McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Columbia, SC 29202

Phone: 803-779-8900
Fax: 803-252-0724
Email: bshealy@robinsonlaw.com

**BEFORE THE PUBLIC SERVICE COMMISSION
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REGULATION OF ITS LONG DISTANCE)
SERVICE OFFERINGS)

EnTelegent Solutions, Inc.

EXHIBIT C

Financial Statements

**CONFIDENTIAL & PROPRIETARY
FILED UNDER SEAL**

EnTelegent Solutions, Inc.

EXHIBIT D

Resumes of Key Employees

W. B. WHEELER, JR. (Bo)

113 Mayfair Rd.

Mooreville, NC 28117

CELL: (704) 231-6288 WK: (704) 409-2687

bo.wheeler@entelegent.com

SUMMARY:

20-years of Telecommunications Experience

- Held executive positions in Sales, Technical Support, Product Marketing and Professional Security Services.
- Worked in the Enterprise, Commercial and Government and Education markets.
- Led sales, service and support resources and management teams.
- Responsible for a \$155M revenue plan, managed over 100 employees and supported over 1,350 accounts.
- Managed through change and merged, restructured and rebuilt a number of groups and organizations.

EXPERIENCE:

EnTelegent Solutions; Charlotte, NC

November 08 – Present

President

- Responsible for start up and staffing of Managed Solutions Provider.
- Responsible for all aspects of business operations.
- Bottom line accountability to Board of Directors.

Qwest Communications; Charlotte, NC

November 07 – November 08

Global Accounts Sales Manager

- Responsible for managing the activities of Global Accounts sales group through high-level individual contributors.
- Rebuilt Sales organization.
- 125% of Sales Plan.
- Management and sales/revenue responsibility for \$20M Budget.

Verizon Business / MCI Communications / WorldCom

February 92 – August 07

Managing Director/Professional Security Services, Service Delivery, Charlotte, NC (2/05 – 8/07)

- Responsible for the tactical operation and strategic direction of the Security Consulting group.
- Direct groups that perform Network and Web Application Security Assessments, Security Risk Assessments and Forensic Investigation Services.
- Direct group that performs Program and Project Management.
- Responsible for customer relationship management, and bottom line accountability for the Professional Security Services organization.

Executive Director/Professional Security Services/Product Marketing/MCI, Charlotte, NC (1/04 – 2/05)

- Responsible for the creation, execution and lifecycle management of security consulting product offerings.
- Own product management and product marketing functions from concept to launch.
- Manage product pricing strategy, financial analysis and justification.
- Create market messaging, sales training and marketing collateral.

W. B. WHEELER, JR. (Bo)

EXPERIENCE, CONTINUED

Branch Director; Commercial Accounts /MCI; Charlotte, NC (11/01 – 1/04)

- Geographic executive responsible for sales, service and support of commercial accounts organization in North and South Carolina.
- Consistently Exceed Sales and Install Plan.
- Formulate achievable sales, service and technical support plans for branch resources in accordance with business unit goals. Ensure that sales forecasts, revenue plans and aged receivables goals are met. Develop recommendations and identify opportunities for revenue growth.
- Develop and implement a comprehensive branch success plan, which addresses target revenue growth, manpower requirements, target accounts and/or market share.
- Regularly interact with customer and company executive management.
- \$155M revenue plan. \$3.6M sales plan.

Executive Sales Manager/Corporate National Accounts / WorldCom; Charlotte, NC (11/98 – 11/01)

- Responsible for managing the activities of CNA sales group through high-level individual contributors.
- 132% of Sales Plan and 145% of Service Install Plan ...President's Club.
- Management and sales/revenue responsibility for \$40M sales plan.

Senior Regional technical Manage, Southeast / MCI WorldCom; Charlotte, NC (5/96 – 11/98)

- Work closely with MCI Branches and Sales teams to define, review and help build branch and account strategies whereby MCI products and services can be recommended and offered to address/solve the business and technology needs of MCI customers.
- Manage \$1.2M annual departmental budget and \$90M annual revenue plan.
- #1 sales branch in the company; 1996: Western North Carolina.

Mid-Atlantic Region; Regional Enterprise Networking Manager/MCI; Charlotte, NC (11/95 – 5/96)

- Provide second and third level technical and field sales support for data networking services. Activities include Network Services, CPE/LAN and Enterprise Network environments.
- Manage \$76M annual data revenue plan.

Senior Technical Consultant/Corporate National Accounts/MCI; Richmond, VA (2/95 – 11/95)

- Provide senior technical sales support to the Richmond/Washington branch personnel, technical support organization and customer community.
- #1 Corporate National Account Region in the company; 1995.

Technical Consultant, National Accounts / MCI; Richmond, VA (2/93 – 2/95)

- Provide technical sales support for complex MCI voice, video and data.
- #1 Corporate National Account branch in the company; 1994.

Technical Consultant; Commonwealth of Virginia / Unitec/MCI; Richmond, VA (2/92 – 2/93)

- Provide technical sales support for the Department of Information Technology (DIT) and all other State agencies
- Support \$38.4M Revenue Plan
- #1 Corporate National Account in the Company; 1992

W. B. WHEELER, JR. (Bo)

EXPERIENCE, CONTINUED

Walton & Walton Associates; Richmond, VA

July 90 - Feb 92

Consultant/Analyst

- Represent clients in the telecommunications system/service procurement process; needs assessment, RFP development, proposal analysis, vendor ranking, vendor selection, contract negotiation and system/service implementation management

Telecom*USA (Merged with MCI) Fairfax and Richmond, VA

June 88 - June 90

Senior Account Executive

- Generate telecommunications revenue from existing and new commercial accounts.

Institutional Communications Company (Merged with Telecom*USA), McLean, VA Jan 88 - June 88

Account Manager

- Generate telecommunications revenue and manage large accounts with direct access requirements.

EDUCATION:

CISSP; 75526

MBA Candidate; Virginia Commonwealth University; Richmond, Virginia

BA, Speech Communication; Marketing Management Concentration;
West Chester University; West Chester, Pennsylvania

Certificate of Merit; Fork Union Military Academy; Fork Union, Virginia

David L. Gibson
1900 Wesleyan Drive, Apt. 207
Macon, GA 31210
Phone: 812-319-4624
Email: dgibson72@yahoo.com

EXPERIENCE

EnTelegent Solutions, Inc., Charlotte, NC

August 2008 - Present

Vice President of Operations

- Responsible for all operations of startup Managed Solutions Provider.

QComm – nGenX Corporation, Evansville, IN

September 2007 – August 2008

Director of Operations

- Responsible for managing all Support Desk, Operations, Billing and Activation Activity. Was directly responsible for support of over 1100 end users and over 400 Applications that were hosted on our network. Primary accomplishment was to put together the new version of the Office Anywhere product with supporting documentation and training. In addition to support customer requirements for Data Center and Hosting Operations, I brought the company into SAS70 compliance and certification.

Access Integrated Networks, Macon, GA

March 2005 – September 2007

Director of Network Planning and Engineering

Interim NOC Manager

- Was hired as 3rd employee with Facilities Network Operations and Management experience. Was responsible for the purchase, engineering, installation, project management and operation of 90 Collocations and 55 rate centers in 7 different LATAs. Discovered and recovered \$1 million dollar billing issue in first 6 months of employment. Was also responsible for several hundreds of thousand dollars in cost recovery and revenue activity. Responsible for cross team management in the areas of billing, IT, Regulatory, Engineering and Operations. Responsible for general support system design and requirements documentation for implementation.

In addition was responsible for all NOC operations until the position was filled as well as intra department management swapping positions with the Director of Product Management and Training at different periods of time.

QComm – Cinergy Communications, Evansville, IN

February 2003 – March 2005

Director of Network Planning and Engineering

Cost Analyst

- Responsible for all Bill Audit, Revenue Assurance, Performance Measurement, Regulatory and Network Optimization opportunities. In addition to building the Bill Audit / Revenue Assurance areas main responsibilities include network planning and Local facilities planning and deployment. In the past year we have been responsible for over \$3,000,000 of savings in relation to won disputes, negotiation of carrier contracts, and Network Optimizations. Projects that I had started or issues that I uncovered are still bringing in several hundred thousands of dollars to Cinergy even after I have been gone. Also responsible for business development and senior advisor on several projects such as a Wholesale Division rollout, Nationwide local network using SIP to SIP with other carriers, MPLS customer access, and a strategy for a play in rural markets.

David L. Gibson

EXPERIENCE, CONTINUED

OneStar Long Distance, Evansville, IN

1995 – February 2003

Vice President of Network Operations

- Responsible for all operations, engineering, cost validation and design of nationwide data and voice network. Responsible for 70% of entire company's cost budget relating to Cost of Transmission, Operations and Network CAPEX expenses. I played key roles in the assimilation of 10 acquisitions and their networks into one, deployed 4 new switch sites from ground to operation and was in the process of deploying a Cisco IP transport network to replace the ATM core that my team implemented a few years previous. In addition to the Cisco transport and routing, we are deploying soft switch technology to handle various application and features. On the network or through various arrangements the network supported, LD, Internet (Dial, DSL, T1), calling card, local and 8xx traffic in both retail and wholesale channels. Was also responsible for the creation and support of Nationwide wholesale program. In early 2002 I co-wrote a business plan and model using utilities for last mile bypass. The model also called for wireless and free space optics for additional solutions to be incorporated into the local fiber network. CAPEX and human resources limitations did not allow for any implementation. In addition to the physical network, I was responsible for research, recommendation, creation and implementation of circuit database systems, CABS billing systems, and network management systems.

Network Manager

- As the Network Manager I was responsible for all network engineering and operations. I was also responsible for all IT support and operations. In addition to the network and IT responsibilities I assisted in many billing and provisioning related activities and projects.

Network Cost Analyst

- Responsible for over \$30,000,000 in accumulated savings through various audits, carrier negotiations and processes implemented. During my time at this position I was responsible for the creation of most cost models for the products used in the company.

Data Entry

- Responsible for entering customer data into the network. Within the first 6 months of this position I had written various programs to automate the task, and create the need for me to move to another position

S & S Medical, Henderson, KY

1994 - 1995

Controller, Treasurer, Director IT

- Responsible for all accounting (A/P, A/R, payroll, taxes, asset management, G/L) and IT functions. Implemented a wide area network to connect the various sites together, and implemented new phone and inventory database systems.

Consultant, Kentucky & Indiana

1992 - 1996

- Converted the accounting books of various small companies from manual systems to computer based systems. Performed everything from a first audit to implementation to training.

Wildwood Golf Course, Dixon, KY

1992 - 1994

- Performed various tasks at Wildwood Golf Course. Mostly physical labor building and designing the golf course. Also helped out in the office as needed.

David L. Gibson

EDUCATION

Oakland City College

University of Southern Indiana

Siemens Stromberg Carlson DCO
Siemens Stromberg Carlson FFP
Nortel DMS
NACT calling card platform
Excel calling card platform
IBM routers
Citrix
SoftGrid
Microsoft Terminal Server and Server 2003
Tekelec/Santera Class 4/5 Softswitch
Occam BLC
Metaswitch Class 4/5 Softswitch
Intergal Access PPN
Various PBXs (IP and Traditional)
Metaswitch UC9000 Voice Mail platform
AS400 operations and various LAN/WAN connectivity packages
Cisco routers and switches
Marconi/FORE ATM switches (TNX1100, 210, ASX4000)
Various IP, ATM, MPLS, TDM forums
CFCA (Telecom Fraud prevention association)
Dialogic
UNIX, SQL, Visual Basic, RPG, and Procom scripting experience

Randall R. Madge
10600 Country Squire Ct.
Mathews, NC 28105
Phone: 704.807.2576 - 704.846.6318
randy@squareclover.com

EXECUTIVE PROFILE:

Highly accomplished sales executive with a consistent history of dramatically exceeding revenue, volume, and market share objectives while streamlining business processes. Proven ability to expand key high-profile client accounts and drive strategies to penetrate and broaden into uncharted markets. Expertise in identifying, cultivating, and retaining top talent to develop high-performance sales teams and execute innovative initiatives. Excellent reputation for consultative approach in developing strategies that significantly advance organizational objectives while optimizing profitability, and maximizing corporate performance. Visionary thinker with global perspective and entrepreneurial drive.

CORE COMPETENCIES:

Sales and Marketing	Management	Strategy and Growth
Consultative Solutions Selling	Team Leadership	Business Development
Client Relationship Management	Pricing Strategies	Competitive Market Intelligence
Revitalizing Sales Organizations	Executive Reporting	Tactical Planning
Contract/Proposal Negotiations	Planning & Forecasting	New Product Launch

REPRESENTATIVE ACHIEVEMENTS:

Developed, managed and implemented new division (CLEC) for CT Communications. Guided the division from start-up to \$44,000,000 in annual revenue over a 7 year period. The division consisted of 110 employees from sales, operations, customer service and repair/technical support. Recognized by the National Cable & Telecommunications Association (NCTA) for its outstanding performance.

Lead ICG into the local dial-tone market after the Telecom Act of 1996. Responsible for growing the North Carolina market to the 2nd largest market, behind corporate (Denver, CO). North Carolina market represented \$50,000,000 in annual revenue.

Previous client base represented numerous Fortune 500 companies, such as, Bank of America, First Union, EDS, IBM, Coke-Cola, AT&T, MCI, Sprint and WorldCom .

Multi-year sales award winner: Number One National Performer for ICG in 1994 & 1995, Pinnacle Club for ICG in 1994, 1995, 1996, 1997, & 1998; Metromedia Presidents Club 1991.

Randall R. Madge

PROFESSIONAL EXPERIENCE:

Square Clover, Inc., Concord, NC **President**

2008 – Present

The company consists of two divisions: distribution and installation. The distribution division primarily relies on its e-commerce site for revenue generation. The installation division provides network engineering and installation services of structured cable. Revenue is generated through a lead referral program.

First year annual sales projection is approximately \$900,000.

Achieved profitability in the 3rd month and will return initial investment by year- end 2008.

CT Communications, Inc., Concord, NC **Vice President – Business Sales (2000 – 2007)**

1999 – 2007

Responsible for all business sales companywide. Additional responsibilities include all sales and operations of new construction for business and residential serving areas throughout North Carolina (averaged 154 active projects). All responsibilities represent approximately \$80,000,000 in annual revenue.

Developed, managed and implemented business strategies, operating plans, financial goals, compensation and annual budgets for the CLEC and Greenfield Division.

Launched CLEC Division from start up to over \$44,000,000 in annual revenue.

Developed success base compensation plan (decelerators/accelerators), which became standard for all divisions company wide.

Director of Sales – CLEC (1999 – 2000)

Developed, managed and implemented the start-up for CTC's CLEC Division.

Promoted to Vice President of CLEC Division after first six months of employment.

ICG Communications, Charlotte, NC

1993 – 1999

Director of Sales – Southeast Region (1999)

Responsible for all commercial sales, forecast, budget and strategic planning in a four state region.

The region represented approximately \$75,000,000 in annual revenue (150+ employees).

Regional Sales Manager (1996 – 1998)

Established ICG in the tier I, II cities of North Carolina as a dominant local dial tone provider.

Increased sales to become the 2nd largest market behind corporate region for ICG.

The North Carolina market represented approximately \$50,000,000 in annual revenue (90 employees).

National Account Executive (1993 – 1996)

Responsible for selling the engineering and implementation of fiber optic networks to fortune 500 companies, such as, Bank of America, First Union, EDS, IBM, Coke-Cola, AT&T, MCI, Sprint, and WorldCom.

Randall R. Madge

PROFESSIONAL EXPERIENCE, (CONTINUED):

Metromedia Communications, Charlotte, NC

1989 – 1993

General Manager (Wireless Division) (1992 – 1993)

Managed 9 branch locations throughout the Southeast. Created strategic business plans, budgets, and forecast for the region. Region represented 60 employees and approximately \$25,000,000 in annual revenue.

Senior Account Executive (1989 – 1992)

Responsible for selling telecommunication products to commercial accounts, such as, Piedmont Natural Gas, Harris Teeter, and PCA.

7-ELEVEN Convenience Store, Wildwood, NJ

1987 – 1989

Owner / Operator

Owned and operated two 7-Eleven convenience stores located in the southern part of New Jersey. Combined annual revenue equaled \$5,000,000.

Xerox Corporation, New York City, NY

1986 – 1987

Account Executive

Received Xerox Sales Training (SPIN). Responsible for selling office equipment to commercial accounts. Territory was World Trade Center One & Two.

First year in sales sold 815 copiers to Chemical Bank throughout NYC.

EDUCATION:

Elon University, Elon, North Carolina

BA Degree in Computer Science

EnTelegent Solutions, Inc.

EXHIBIT E

Proposed Local Exchange Services Tariff

SOUTH CAROLINA

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

EnTelegent Solutions, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by EnTelegent Solutions, Inc. ("EnTelegent") within the state of South Carolina.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION LEVEL		PAGE	REVISION LEVEL	
Title	Original	*	25	Original	*
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			

* included in this filing

Issued: February xx, 2009

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C** Changed regulation.
- D** Delete or discontinue.
- I** Change Resulting in an increase to a Customer's bill.
- M** Moved from another tariff location.
- N** New
- R** Change resulting in a reduction to a Customer's bill.
- T** Change in text or regulation.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a EnTelegent Solutions, Inc. switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call - A completed connection established between a calling station and one or more called stations.

Commission - Refers to the South Carolina Public Service Commission.

Company or Carrier – EnTelegent Solutions, Inc. unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Issued: February xx, 2009

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

EnTelegent - Used throughout this tariff to refer to EnTelegent Solutions, Inc.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

ORS - South Carolina Office of Regulatory Staff.

Personal Identification Number (PIN) - See Authorization Code.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

The Company undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company. The Customer shall be responsible for all charges due for such service arrangement.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Assignment and Transfer

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by EnTelegent and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of the Company**

- 2.5.1** EnTelegent's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company, (Cont'd.)

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility**

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

Issued: February xx, 2009

Effective Date:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

B. Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within the time frames established in R.103-623 or the Commission's rules and regulations, as amended. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If notice of disputed charges is not received by the Company within the applicable statute of limitations, such calls shall be deemed correct and binding.

If the Customer and the Company are unable to resolve a dispute to their mutual satisfaction, the Customer may file a complaint with the Consumer Services Division of ORS for investigation. The contact information for such is listed in the following:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.2 Billing and Payment For Service, (Cont'd.)

B. Disputed Charges, (Cont'd.)

Office of Regulatory Staff
State of South Carolina
Consumer Services Division
P.O. Box 11263
Columbia, SC 29211

Telephone Number: 803-737-5230
Toll Free Number: 1-800-922-1531
Facsimile Number: 803-737-4750

2.6.3 Taxes and Fees

- A.** All state and local taxes (e.g., sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

Issued: February xx, 2009

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.4 Late Payment Fees**

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty (30) day period. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.

2.6.5 Return Check Charge

A return check charge in an amount consistent with applicable state law will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.6 Deposits****A. Commercial Customers**

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
4. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
5. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.6 Deposits (Cont'd.)

A. Commercial Customers (Cont'd.)

6. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.

2.6.7 Advance Payments

A. Commercial Customers

The Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SCi0900

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.8 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)**

2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.7.6 For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing EnTelegent with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

2.9 Cancellation or Termination of Service by Company

2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

2.9.2 EnTelegent may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to EnTelegent or its agents for the purpose of inspection and maintenance of equipment owned by EnTelegent or its agents.
- D.** For noncompliance with or violation of Commission regulation or EnTelegent's rules and regulations on file with the Commission.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 Continued

- E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect EnTelegent 's equipment or service to others.
- F.** Without notice in the event of tampering with the equipment or services owned by EnTelegent or its agents.
- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, EnTelegent may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

Issued: February xx, 2009

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Interconnection**

Service furnished by EnTelegent may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with EnTelegent's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of EnTelegent's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.13 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

Issued: February xx, 2009

Effective Date:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Toll Free Services**

- 2.14.1** The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.15 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

2.16 Marketing

As a telephone utility under the regulation of the Public Service Commission of South Carolina, EnTelegent does hereby assert and affirm that as a reseller of intrastate telecommunications service, EnTelegent will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and EnTelegent will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, EnTelegent will be responsible for the marketing practices of [its] contracted telemarketers for compliance with this provision. EnTelegent understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of [its] certification to complete intrastate telecommunications traffic within the State of South Carolina.

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Effective Date:

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

EnTelegent provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and terminating within the state. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of EnTelegent's services and network.

Issued: February xx, 2009

Effective Date:

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the EnTelegent network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, EnTelegent will reasonably issue credit for the call.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Rate Periods

The Company does not offer time-of-day discounts.

3.4 Calculation of Distance

The Company does not offer mileage-sensitive services.

3.5 Holidays

The Company does not offer Holiday discounts.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.6 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.7 Outbound Services**

Outbound Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically presubscribed to the Company. Calls are completed by dialing 1+ the destination telephone number. Unless otherwise indicated, calls are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. Rates are not mileage nor time-of-day sensitive.

3.7.1 Direct Dial Service

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number.

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.8 Directory Assistance

Directory Assistance is available to EnTelegent Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Issued: February xx, 2009

Effective Date:

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SECTION 4 - PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will file all promotions in transmittal letter format with the Commission and the ORS. Promotions will not be published in the Company's tariff.

Issued: February xx, 2009

Effective Date:

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SECTION 5 - CURRENT RATES

5.1 Public Telephone Surcharge

Rate per Call: \$0.60

5.2 Outbound Services

5.2.1 Direct Dial Service

Per Minute Usage Rate All Times of Day \$0.25

5.3 Directory Assistance

Up to two requests may be made on each long distance Directory Assistance call.

Rate per Call: \$1.99

Issued: February xx, 2009

Effective Date:

Issued By: David Gibson, VP of Operations
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SCi0900